

1 Licensee acknowledges that he understands the various rights and privileges afforded by law, including the right to a hearing of the charges against Licensee, the right to appear and be represented by legal counsel, the right to have all charges against Licensee proven upon the record by competent and substantial evidence, the right to cross-examine any witnesses appearing at the hearing against the Licensee, the right to present evidence on Licensee's own behalf, the right to a decision based upon the record by a fair and impartial

administrative hearing commissioner concerning the charges pending against Licensee, and subsequently, the right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2 Licensee acknowledges that he may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitutes grounds for discipline of Licensee's license.

3 Licensee acknowledges that he has been informed of his right to consult legal counsel in this matter.

4 Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536 087, RSMo, or any claim arising under 42 U S C 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case or this Agreement, or from the negotiation or execution of this Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Agreement.

in that it survives in perpetuity even in the event that any court of law deems this Agreement, or any portion thereof, void or unenforceable

5 The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

6 Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620 and 621, RSMo, as amended.

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Based upon the foregoing, the Board and Licensee herein jointly stipulate to the following:

JOINT PROPOSED FINDINGS OF FACT

1 The State Board of Registration for the Healing Arts (hereinafter "Board") is an agency of the State of Missouri created and established pursuant to § 334.120, RSMo, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.

2 Licensee is licensed by the Board as a physician and surgeon, license

number 2000149052 Licensee's license is, and was at all times herein relevant, current and active

3 Licensee served as an emergency room physician at the Salem Memorial District Hospital (hereinafter "SMDH") in Salem, Missouri, during all times herein relevant

4 On or about April 17, 2002, Patient R P was admitted to the SMDH Emergency Room and evaluated by Licensee

5 Patient R P was a 43-year-old male complaining of internal chest pain which radiated through his back, up the right side of his neck and around to the left side of his face

6 Patient R P described his chest pain as burning, sharp and stabbing

7 Patient R P had a history of cigarette smoking, heart disease and hypertension

8 Licensee provided Patient R P with a general physical evaluation but found nothing remarkable

9 Licensee did not document his physical evaluation of Patient R P in the patient's emergency room record

10 Licensee did not perform a cardiac enzyme test, EKG, chest x-ray or any other cardiac evaluation on Patient R P

11 Licensee diagnosed Patient R P with chest wall pain

12 Licensee administered Haldol, an antipsychotic medication, to Patient R P to alleviate his chest pain although Patient R P was not agitated

13 After administering Haldol, Licensee discharged Patient R P from the emergency room

14 Approximately four hours after discharge, Patient R P returned to the emergency room in full cardiac arrest

15 Patient R P died in the SMDH emergency room of a heart attack

16 Licensee's failure to perform a cardiac enzyme test, EKG, chest x-ray or any other cardiac evaluation on Patient R P upon his initial admission to SMDH constitutes incompetency and gross negligence in the performance of Licensee's professional duties

17 When providing care for Patient R P on or about April 17, 2002, Licensee failed to use that degree of skill and learning ordinarily used under the same or similar circumstances by other member's of his profession

18 Licensee's care and treatment of Patient R P on or about April 17, 2002, was harmful and dangerous to Patient R P

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JOINT PROPOSED CONCLUSIONS OF LAW

1 Cause exists to discipline Respondent's license pursuant to § 334 100 2(5), RSMo 2000, which provides in part

2 The Board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any

person who has failed to renew or has surrendered his certificate of registration or authority, permit or license for any one or any combination of the following causes

* * *

(5) Any conduct or practice which is or might be harmful or dangerous to the mental or physical health of a patient or the public, or incompetency, gross negligence or repeated negligence in the performance of the functions or duties of any profession licensed or regulated by this chapter. For the purposes of this subdivision, "repeated negligence" means the failure, on more than one occasion, to use that degree of skill and learning ordinarily used under the same or similar circumstances by the member of the applicant's or licensee's profession,

* * *

2 Licensee's conduct, as established by the foregoing facts, falls within the intentment of §334 100 2(5), RSMo

3 Cause exists for the Board to take disciplinary action against Licensee's license under §334 100 2(5), RSMo

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the State Board of Registration for the Healing Arts in this matter under the authority of §621 110, RSMo. This Agreement will be effective immediately on the date entered and finalized by the Board.

A Effective the date the Board enters into the Agreement

1 The medical license No. 2000149052, issued to Licensee, is hereby PUBLICLY REPRIMANDED.

2 Further, within twelve months (12) of the effective date of this Agreement, Licensee shall complete 25 hours of board-approved Category I/II continuing medical education course or program on the topic of chest pain in addition to the hours required for renewal by the State Board of Registration for the Healing Arts.

B This Agreement does not bind the Board or restrict the remedies available to it concerning any other violations of Chapter 334, RSMo, by Licensee not specifically mentioned in this document.

C Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, or attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs, and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536 087, RSMo, or any claim arising under 42 U.S.C. 1983, which may be based upon, arise out of, or relate to any of the matters raised in

this Agreement, or from the negotiation or execution of this Agreement The parties acknowledge that this paragraph is severable from the remaining portions of this Agreement in that it survives in perpetuity even in the event that any court of law deems this Agreement or any portion thereof void or unenforceable

D In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein

LICENSEE

BOARD

Ralph Ford MO 1/26/04
Ralph Ford, M D Date

Tina Steinman 1/28/04
Tina Steinman Date
Executive Director

JEREMIAH W (JAY) NIXON
Attorney General

Nicole L Sublett 1/26/04
Nicole L Sublett Date
Assistant Attorney General
Missouri Bar No 51728
Broadway State Office Building
7th Floor
P O Box 899
Jefferson City, MO 65102
(573) 751-1444
(573) 751-5660 Facsimile

Attorneys for Board

EFFECTIVE THIS 28 DAY OF January, 200⁴